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December 16, 2016

Mr. John McMillan, Deputy Division Chief
State of California Department of Transportation
Division of Engineering Services
Office Engineer, MS 43
1727 30th Street
Sacramento, CA 95816-8041

**Re: Contract 11-085784
Construction on State Highway in San Diego County In San Diego From 0.3 Mile
South to 0.5 Mile North of Friars Road Overcrossing
Letter of Protest of Bid Submitted by Pulice Construction, Inc.**

Dear Mr. McMillan,

In accordance with the Caltrans contract bid protest procedure and the California Public Contract Code, please accept this letter as Flatiron West, Inc.'s ("Flatiron") formal protest against the bid submitted by Pulice Construction, Inc. ("Pulice") for the above referenced Project.

Flatiron requests that the bid from Pulice be rejected as non-responsive for failure to comply the bidding instructions and potential violation of the Subletting and Subcontracting Fair Practices Act (CA Public Contract Code Section 4100 et seq) (the "Act"). Summarily, in its Subcontractor List, Pulice did not adhere to bidding instructions in completion of required subcontractor bid item(s) and percentage of bid item(s) information. Pulice utilized bid item number ranges, cumulative percentages of bid items and a cumulative description of work for its listed subcontractors. By utilizing ranges of bid items and cumulative percentages of bid items the actual percentage of work to be performed by the listed subcontractors is unclear and cannot be determined. By completing the Subcontractor List in this manner, Pulice committed only to an overall/omnibus percentages for multiple bid items instead of precisely assigning a single subcontractor percentage for each bid item.

Unlike competing bidders that followed the rules, Pulice may revise individual *actual* bid items percentages to its listed subcontractors. This post-award flexibility to move work around is an advantage/benefit not allowed other bidders, such that the bid defect may not be waived.

Pulice's tactic results in an additional advantage/benefit to Pulice over other bidders that precludes waiver. The aggregation of bid items insulates Pulice from enforcement of the Act in the form of penalties imposed by Caltrans pursuant to Public Contract Code section 4110. That section provides for contract cancelation or penalties in the event the contractor deviates from its bid-day listings. By "pooling" or averaging bid items, Pulice muddies the waters—making it impossible for Caltrans to enforce the Act with reasonable precision. This is a clear advantage/benefit Pulice enjoyed over other bidders, such that the defect may not be waived.

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Finally, the revision of percentages of bid items which designate the portion of work to be performed by a listed subcontractor would be a violation of the Act.

Accordingly, Flatiron respectfully requests Caltrans award it the project as the lowest responsive bidder.

Failure to Comply with Bidding Instructions

Bids for this project were submitted through Caltrans' Electronic Bidding system, Expedite. Caltrans' Electronic Bidding Guide published on 7/25/2016 provides the following instructions for completion of the Subcontractor List folder and Additional Subcontractor List in Expedite (underline added for emphasis):

"Enter single bid item numbers and percentage of bid item performed by subcontractor on each line of the Subcontractor List. Do not enter words in the Bid Item Number field. If the percentage of the bid item work is less than 100% list the description of the portion of work to be subcontracted. Do not use semicolons in the description of work."

Additionally, the EBS file in Expedite has the following instructions for complete of Subcontractor List information:

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

SUBCONTRACTOR LIST

DES-OE-0102.2C (REV 03/2015)

Enter Bid Item Number. (Item)

Enter percent of Bid Item subcontracted. (%)

If the percentage of the bid item work is less than 100 percent list the description of the portion of the work to be subcontracted.

Enter the description of the percentage of work to be performed by subcontractor. (Description)

DO NOT USE SEMICOLONS (;) IN YOUR INPUT.

Sample Data Entry:

Item	%	Description
6	75	striping
42	15	reinforcement
54	100	

Both the Electronic Bidding Guide and EBS file in Expedite clearly indicate to list a single bid item in the Item field followed by a percentage for that item in the % field and a description of work for each item valued at less than 100%. Pulice did not adhere to these instructions and instead listed ranges of bid items followed by a cumulative percentage and one description for the entire range of items. It is not realistic that a subcontractor would complete an entire range of bid items with the exact same percentage for each item. The exception to this would be if the

listed subcontractor was performing a range of bid items which were all designated as 100%. For several of its listed subcontractors, Pulice utilized ranges of bid items which had percentage of bid items that are less than 100% and also listed one description for the entire range of bid items which does not adequately describe the work to be performed.

Inconsistent Subcontractor List Information

Pulice's Subcontractor List information contains several inconsistencies in bid items, percentages of bid items and description of work to be performed. Due to these inconsistencies, the actual percentage of bid items assigned to listed subcontractors cannot be determined as detailed in the sections below.

1. Pulice listed Hayward Baker ("Hayward") for bid items 147-155 with a cumulative percentage of 90% and a description of CIDH/Soldier Pile. As this range of bid items is not being performed 100% by Hayward, it cannot be determined the actual percentage for each of the bid items in the range. Additionally, bid item 147 is Ground Anchor (Subhorizontal) which is not consistent with the description CIDH/Soldier Pile.

Flatiron performed a comparison of the quote that it received from Hayward to the bid items listed for Hayward in Pulice's bid to determine the approximate actual percentages that should have been designated for each individual bid item.

Bid Item	Hayward Bid Price	Pulice Bid Price	Approx. Actual %	% Listed by Pulice
147	*N/A	*N/A	*N/A	90%
148	\$ 11,500.00	\$ 26,133.75	44%	90%
149	\$ 2,475.00	\$ 7,017.45	35%	90%
150	\$ 1,350.00	\$ 3,153.60	43%	90%
151	\$ 1,700.00	\$ 5,264.05	32%	90%
152	\$ 9,250.00	\$ 23,805.00	39%	90%
153	\$ 5,740.00	\$ 8,897.00	65%	90%
154	\$ 53,550.00	\$ 79,050.00	68%	90%
155	\$ 13,570.00	\$ 20,585.00	66%	90%

*Bid Item 147 was not bid by Hayward. Quote attached for reference (Attachment #1).

2. Pulice listed Avar Construction ("Avar") for bid items 147, 180 with a cumulative percentage of 60% and a description of Ground Anchors. Although Pulice did not utilize a range for Avar, it only listed one cumulative percentage and it cannot be determined if the actual percentage of work for each item is 60%. Additionally, bid item 180 is Shotcrete which is not consistent with the description Ground Anchor.

Flatiron performed a comparison of the quote that it received from Avar to the bid items listed for Avar in Pulice's bid to determine the approximate actual percentages that should have been designated for each individual bid item.

Bid Item	Avar Bid Price	Pulice Bid Price	Approx. Actual %	% Listed by Pulice
147	\$ 315,650.00	\$ 316,830.00	99.6%	60%
180	\$ 130,400.00	\$ 327,630.00	40%	60%

Quote attached for reference (Attachment #2).

- Pulice listed FBD Vanguard ("FBD") for bid items 146-148, 254-258 with a cumulative percentage of 50% and a description of Concrete Barrier. As this range of bid items is not being performed 100% by FBD, it cannot be determined the actual percentage for each of the bid items in the range. Additionally, bid item 146 is Grind Existing Concrete Pavement; bid item 147 is Ground Anchor; bid item 148 is Steel Soldier Pile all of which are not consistent with the description Concrete Barrier.

Flatiron performed a comparison of the quote that it received from FBD to the bid items listed for FBD in Pulice's bid to determine the approximate actual percentages that should have be designated for each individual bid item.

Bid Item	FBD Bid Price	Pulice Bid Price	Approx. Actual %	% Listed by Pulice
146	*N/A	*N/A	*N/A	50%
147	*N/A	*N/A	*N/A	50%
148	*N/A	*N/A	*N/A	50%
254	\$ 196,880.00	\$ 196,880.00	100%	50%
255	\$ 37,260.00	\$ 37,260.00	100%	50%
256	\$ 24,380.00	\$ 24,380.00	100%	50%
257	\$ 12,250.00	\$ 12,250.00	100%	50%
258	\$ 131,200.00	\$ 131,200.00	100%	50%

*Bid Items 146, 147 and 148 were not bid by FBD. Quote attached for reference (Attachment #3)

- Pulice listed ACL Construction ("ACL") for bid items 146-148, 254-258 with a cumulative percentage of 50% and a description of Concrete Barrier. As this range of bid items is not being performed 100% by ACL, it cannot be determined the actual percentage for each of the bid items in the range. Additionally, bid item 146 is Grind Existing Concrete Pavement; bid item 147 is Ground Anchor; bid item 148 is Steel Soldier Pile all of which are not consistent with the description Concrete Barrier.

Flatiron performed a comparison of the quote that it received from ACL to the bid items listed for ACL in Pulice's bid to determine the approximate actual percentages that should have be designated for each individual bid item.

Bid Item	ACL Bid Price	Pulice Bid Price	Approx. Actual %	% Listed by Pulice
146	*N/A	*N/A	*N/A	50%
147	*N/A	*N/A	*N/A	50%
148	*N/A	*N/A	*N/A	50%
254	\$ 73,979.80	\$ 196,880.00	38%	50%
255	\$ 13,110.00	\$ 37,260.00	35%	50%
256	\$ 6,525.10	\$ 24,380.00	27%	50%
257	\$ 13,122.90	\$ 12,250.00	107%	50%
258	\$ 77,984.00	\$ 131,200.00	59%	50%

*Bid Items 146, 147 and 148 were not bid by ACL. Quote attached for reference (Attachment #4)

- Pulice listed Marina Landscape for bid items 37, 78-130 with a cumulative percentage of 99% and a description of Landscape & Irrigation. As this range of bid items is not being performed 100% by Marina Landscape, it cannot be determined the actual percentage for each of the bid items in the range.
- Pulice listed Griffith Company ("Griffith") for bid items 214-215, 217-220 with a cumulative percentage of 90% and a description of Minor Concrete. As this range of bid items is not being performed 100% by Griffith, it cannot be determined the actual percentage for each of the bid items in the range.

Flatiron performed a comparison of the quote that it received from Griffith to the bid items listed for Griffith in Pulice's bid to determine the approximate actual percentages that should have be designated for each individual bid item.

Bid Item	Griffith Bid Price	Pulice Bid Price	Approx. Actual %	% Listed by Pulice
214	\$ 27,560.00	\$ 29,574.00	93%	90%
215	\$ 36,000.00	\$ 39,360.00	91%	90%
217	\$ 48,662.00	\$ 32,721.00	149%	90%
218	\$ 18,600.00	\$ 18,600.00	100%	90%
219	\$ 523,250.00	\$ 611,800.00	86%	90%
220	\$ 329,400.00	\$ 341,600.00	96%	90%

Quote attached for reference (Attachment #5)

Flatiron recognizes that it is Caltrans' typical policy to notify bidders that bid items listed to be performed by more than one subcontractor with a percentage of work exceeding 100% must be self performed by the bidder using its own forces. However, in the case of Bid item 147, not only did Pulice list 4 subcontractors to perform this item with a total percentage of 250%, 3 of those 4 subcontractors did not quote the bid item. Additionally,

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for 3 of the 4 subcontractors, the description of work listed in Pulice's bid is not consistent with the bid item Ground Anchor (Subhorizontal).

In regard to Bid Item 148, Pulice listed 3 subcontractors for this item that, similarly to Bid Item 147, did not bid the item or the bid item is not consistent with their listed scope of work as detailed in the tables above.

In regard to the listing by Pulice of both FBD Vanguard and ACL Construction for bid items 146-148, 254-258 with a cumulative percentage of 50%, Flatiron questions the designation of two subcontractors to split these bid items and perform the work at 50% each.

If Pulice has asserted a "clerical error," in its bid for any of these inconsistencies, it should have given notice to Caltrans within 2 working days after the time of the bid opening, per Public Contract Code Section 4107.5. Flatiron has reviewed the Post Bid Files section of the Caltrans Website and is not aware that such a notice was given.

Conclusion

A bid defect may not be waived if it could have affected the amount of the bid or provided the bidder a competitive advantage. Pulice's Subcontractor List inconsistencies are a material deviation as it has the opportunity to refine its subcontractor percentages post bid which is a competitive advantage. This opportunity was not afforded to the other bidders that listed their subcontractors in accordance with the bidding instructions and Public Contract Code.

Flatiron respectfully asserts that Caltrans should find Pulice's bid to be non-responsive and disqualify its bid, and award the subject contract to Flatiron. Flatiron requests copies of any documents submitted by other bidders concerning award of this project.

If you have any questions please feel free to contact the undersigned at (760) 916-9074 or dnelson@flatironcorp.com.

Thank you.

Dale A. Nelson
Vice President
Flatiron West, Inc.



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 Lakeside, CA 92040
 Phone: (619) 956-0850
 Fax: (619) 956-0863

11/29/2016

Attention: Bidding General Contractors
Re: CalTrans – 11-085784
 Friars Road/SR163 Interchange Project
 Qualified Proposal

Hayward Baker, Inc. (HBI) has prepared this qualified proposal related to the above referenced project. HBI offers to provide labor, equipment, and materials to the extent described herein. This proposal is based on the below provided scope of work and the following information:

1. Contract Drawings, by CalTrans, dated August 29th, 2016.
2. Geotechnical Investigation Report, by CalTrans, dated November 30th, 2012.
3. Contract Specifications, by CalTrans, dated September 26th, 2016.

Please note in preparation of this proposal, HBI has utilized the geotechnical information provided in the project bid documents. We have relied on this geotechnical information as being accurate irrespective of any disclaimers. This information will be made part of the contract documents referenced in any contract we enter into.

A. QUALIFICATIONS

Hayward Baker Inc. is one of the largest geotechnical contractors in the United States and recognized by the industry leaders to be reliable and innovative in the field of specialty foundation and geotechnical construction. Hayward Baker offers technically advanced and cost-effective solutions to challenging foundation and excavation support problems with a broad range of geotechnical services including anchored and soil nailed retention systems, compaction and low mobility grouting, cement and chemical grouting, jet grouting, vibro-replacement (stone columns and concrete columns) and soil mixing.

HBI is part of the Keller Group, the world's largest independent ground engineering specialist, with a world-wide staff of 6,300 and offices in over 30 countries on five continents. Although HBI has a global reach, HBI also has a strong local presence in all major U.S. markets in order to be close to the customers and to respond quickly to the project needs.

Wherever HBI works and whatever type project, HBI brings integrity, strong contracting relationships, technical excellence, geotechnical expertise, financial strength, experience and excellent risk and safety management.

B. PROPOSED SCOPE OF WORK

Our proposal is related to the installation of the following:

1. 108" Cast-In-Drilled-Hole Concrete Piling

- a. Drilled Shaft Excavation from design top of shaft.
- b. Furnish, Install and Grout a 10' diameter Corrugated Metal Pipe, five feet below the specified CIDH construction joint. The drill hole diameter for the CMP will be 11' diameter.
- c. Placement of Contractor furnished reinforcing cages. Cages to be delivered the morning of HBI Concrete Placement operations.
- d. Furnish and Place 4,000 psi Drilled Shaft Concrete to specified construction joint.

- e. Furnish & Place PVC Tubes for Gamma-Gamma Testing. Contractor to provide water to HBI for filling of PVC pipes after concrete placement.
 - f. Provide containment of polymer drill fluids (Baker Tanks) during drilling operations, as required, at each bridge location and for a reasonable period of time after completion of CIDH piles at each location, until disposal (by others).
- 2. Retaining Wall #73**
- a. Furnish & Install W14x82 Steel Soldier Piles, as required.
 - b. Furnish & Install W12x35 Steel Soldier Piles, as required.
 - c. Install/Drill – 24” Drilled Hole
 - d. Install/Drill – 20” Drilled Hole
 - e. Furnish & Place Lean Concrete Backfill, as required.
 - f. Furnish & Place Concrete Backfill, as required.
 - g. Provide containment of polymer drill fluids (Baker Tanks) during drilling operations, as required, at each bridge location and for a reasonable period of time after completion of CIDH piles at each location, until disposal (by others).
- 3. Retaining Wall #77**
- a. Furnish & Install W10x42 Steel Soldier Piles, as required.
 - b. Install/Drill – 20” Drilled Hole.
 - c. Furnish & Place Lean Concrete Backfill, as required.
 - d. Furnish & Place Concrete Backfill, as required.
 - e. Provide containment of polymer drill fluids (Baker Tanks) during drilling operations, as required, at each bridge location and for a reasonable period of time after completion of CIDH piles at each location, until disposal (by others).
- 4. Retaining Wall #245**
- a. Furnish & Install W14x48 Steel Soldier Piles, as required.
 - b. Install/Drill – 20” Drilled Hole.
 - c. Furnish & Place Lean Concrete Backfill, as required.
 - d. Furnish & Place Concrete Backfill, as required.
 - e. Provide containment of polymer drill fluids (Baker Tanks) during drilling operations, as required, at each bridge location and for a reasonable period of time after completion of CIDH piles at each location, until disposal (by others).
- 5. West Soldier Pile Wall (SR163)**
- a. Furnish & Install W14x82 Steel Soldier Piles, as required.
 - b. Install/Drill – 30” Drilled Hole.
 - c. Furnish & Place Lean Concrete Backfill, as required.
 - d. Furnish & Place Concrete Backfill, as required.
 - e. Furnish & Install Timber Lagging.
 - f. Provide containment of polymer drill fluids (Baker Tanks) during drilling operations, as required, at each bridge location and for a reasonable period of time after completion of CIDH piles at each location, until disposal (by others).
- 6. One mobilization is included to the project side for the installation of the 108” CIDH Piles.
 - 7. One on-site mobilization is included for mobilizing drill crews from the north side to the south side or vice versa of Friars Rd on SR163.
 - 8. One mobilization is included to the project site for the installation of the Soldier Pile Walls.
 - 9. Two on-site mobilizations are included for mobilizing drill crews to each retaining wall as described in Section C below.

C. ANTICIPATED CONSTRUCTION SEQUENCE AND DURATION

1. Upon receipt of an executed contract, HBI will prepare the required installation plans and begin procurement of all permanent materials as listed in this proposal as “furnish”
2. Upon approval of all required submittals, HBI will mobilize to the project site.
 - a. CIDH Pile – Mobilization = 3 days.
 - b. Soldier Pile Walls – Mobilization = 3 days.
3. CIDH Pile Installation – Working Days = 14. This duration does not include time for mobilization between CIDH Piles or grouting of PVC Piles after Gamma-Gamma Testing.
4. Soldier Pile Walls – Working Days = 10. This duration does not include time for mobilization between retaining walls. It is assumed that work will begin at the West Wall and then proceed to RW#245, then to RW#73, and then to RW#77 without any downtime for the equipment besides mobilization of the crew. If extended durations are anticipated, please add \$5,000 per downtime period for additional trucking cost.

D. PROPOSAL CLARIFICATIONS/QUALIFICATIONS

Based on the referenced plans and geotechnical report, HBI’s proposed scope of work is an attempt to provide the owner with the “best value” for the proposed work related to this RFP.

1. Proposal pricing assumes working daylight hours Monday through Friday with an 8-10-hour shift. Any night, weekend, or Holiday work to be coordinated in advance with HBI and shall be considered extra work.
2. Continuous and concurrent access to all CIDH drilling and Soldier Pile drilling operations shall be provided by others at no cost to HBI. For additional requirements, please refer to our General Exclusions below.
3. Our proposal included Cal-OSHA Trenching and Shoring permit for all phases of our work.
4. General Contractor to locate, expose and protect as needed the 24” RCP during CIDH Installation. If the 24” RCP Pipes lies within the vertical limits of the 11’ diameter drilled hole, the work described within this proposal for the 108” CIDH piles does not apply.
5. Spoil material from drilling operations to be hauled off and removed by others. HBI will spin off material within radius of drill rig for both CIDH and Soldier Pile and/or H-Pile installation operations.
6. Contractor to provide Reinforcing Cages for 108” CIDH Piles.
7. The Bid Item Pricing for “Clean and Paint Steel Soldier Piling” applies to the Soldier Piles and H-Piles listed below in Section E.

E. PROPOSAL PRICING

108" Cast-In-Drilled-Hole Concrete Piling

299	Mobilization (Partial)	LS	1	\$ 70,000.00	\$ 70,000.00
158	108" Cast-In-Drilled-Hole Conc. Piling	LF	188	\$ 1,600.00	\$ 300,800.00

Total Estimated Cost = \$ 370,800.00

Soldier Pile Retaining Walls

299	Mobilization (Partial)	LS	1	\$ 51,000.00	\$ 51,000.00
76F	Concrete Backfill (Soldier Pile Wall)	CY	38	\$ 650.00	\$ 24,700.00
77(F)	Lean Concrete Backfill	CY	24	\$ 450.00	\$ 10,800.00
148	Steel Soldier Pile (W18x158)	LF	115	\$ 100.00	\$ 11,500.00
149	Steel Soldier Pile (W14x82)	LF	55	\$ 45.00	\$ 2,475.00
150	Steel Soldier Pile (W12x35)	LF	54	\$ 25.00	\$ 1,350.00

151	Steel Soldier Pile (HP10x42)	LF	85	\$ 20.00	\$ 1,700.00
152	Steel Soldier Pile (W14x48)	LF	370	\$ 25.00	\$ 9,250.00
153	24" Drilled Hole	LF	41	\$ 140.00	\$ 5,740.00
154	20" Drilled Hole	LF	510	\$ 105.00	\$ 53,550.00
155	30" Drilled Hole	LF	115	\$ 118.00	\$ 13,570.00
199(F)	Timber Lagging	MFBM	1	\$ 12,300.00	\$ 12,300.00
200	Clean And Paint Steel Soldier Piling	LS	1	\$ 16,250.00	\$ 16,250.00

Total Estimated Cost = \$ 214,185.00

F. GENERAL EXCLUSIONS

1. Access

- Unobstructed level (minimum 40' wide by 100' long) access to and from each drilling location for a drill rig, concrete trucks, and support equipment, including adequate ramps, temporary roads and stabilization of sub-grades, structures, and utilities, as required. Unobstructed level working pad (minimum dimensions of 40' width) with a mutually agreed upon site configuration.
- Provide all traffic control, flaggers and barricades, including any required lane closures.
- Provide secure area for buildup of equipment, storage of materials, tanks and casings.
- Removal of all overhanging structures.
- Hayward Baker shall be provided a working bench as described in item a. above for all Soldier Pile and H-Pile installation locations.
- General Contractor shall provide adequate laydown areas for painted Soldier Piles and/or H-Piles as each retaining wall location.

2. Layout

- All field engineering and drilled shaft layout including: elevation stakes, cut staking, center staking and offsets prior to and during drilling such that layout is continuously maintained. All grade stakes to include "cut to top of steel" and "cut to top of concrete" elevation information.

3. Utilities

Hayward Baker shall obtain a number for utility mark-out, as required by law. Whether overhead or underground, utility location, relocation, protection, de-energizing, and/or removal shall be performed by others, as necessary to provide a safe work-place.

4. Pricing and Procurement of Materials

- Permanent Material will not be ordered until Hayward Baker receives written notice to purchase materials with appropriate lead-time to meet the mutually agreed to project schedule.
- All escalations in material costs, which are beyond the control Hayward Baker, will be the responsibility of the General Contractor.

5. Contaminated and/or Hazardous Material

Hayward Baker shall not be responsible for any costs, delays, or damages associated with contaminated, hazardous or toxic waste materials discovered within the project area.

6. Additional Exclusions

- Any protection, location, and relocation of existing utilities that may delay HBI's work or put HBI personnel at risk.

- b. Removal of existing obstructions such as, but not limited to, concrete, timber, wire, steel, masonry, pipe lines, cobbles and boulders that interfere with our scope of work.
- c. Required sequential demolition of all existing reinforced concrete structures, footings etc., so as not to hinder shoring production.
- d. Continuous removal and haul-off of all materials, spoils, generated by HBI operation, so as not to delay or interfere with drilling or concreting operations.
- e. Mass excavation, trimming of soil.
- f. Provide, maintain, and restore concrete pump prime and concrete truck clean-out areas.
- g. Removal of all concrete laitance and/or concrete over pour where pile cut-off is below water, and/or due to raveling, groundwater intrusion, etc., including all required chipping/jackhammering.
- h. Potable water as required for construction (min. 100 gpm) continuously provided within 100 feet of each drilled shaft location.
- i. Diversion of run-off creeks, rivers, and general site surface dewatering around the work area.
- j. General site preparation, maintenance, and restoration. Re-grading or finish grading of construction work areas, stockpile locations, or haul routes.
- k. Any/all required city, county or state permits (except State Contractor's License).
- l. Barricades per safety codes, and maintenance thereof.
- m. Night lighting, ventilation, and dust control. Furnishing and maintenance of trash bins/ dumpsters, street cleaning.
- n. Monitoring, testing, inspection and all written reports, including as-built shoring plans, photographic surveys.
- o. Shaft dewatering. Any required temporary casing or other shaft stabilization.
- p. Costs associated with escalation of Personal Protective Equipment beyond level D PPE protection.
- q. Liquidated damages.

G. INSURANCE AND INDEMNITY

- 1. Owner and General Contractor shall be named additional insured in respects to the General Liability Policy.
- 2. Any specialty insurance, including but not limited to, Railroad Protective Insurance, Rigging Insurance, Environmental Impairment Liability, etc. shall be provided by the Owner or General Contractor naming Hayward Baker as additionally insured.
- 3. A waiver of subrogation shall be provided upon request.
- 4. If an Insurance Program is provided by the Owner or Contractor, any credits will be calculated using Hayward Baker's rates.
- 5. Cancellation Clause is as follows:
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
- 6. Payment and performance bonds, if required, will be charged to the General Contractor at a rate of 0.4%.
- 7. Hayward Baker shall indemnify the General Contractor and/or Owner with respect to claims that arise directly from the negligence, if any, of Hayward Baker in performance of the work described herein.

H. TERMS OF PAYMENT

Invoice monthly. Payment, less 10% retention will be due within 30 days of invoice date. Retention payments due within 30 days within substantial completion of our scope of work of each wall. Payment for materials delivered to the job site but not installed shall be received promptly within 10 days.

- 1. Only conditional lien releases will be given until final payment is received.
- 2. The price set forth in this quotation is based, in part, upon the parties entering into a subcontract that does not include any paid-when-paid clause.

3. Should Hayward Baker be required to employ counsel to collect any sums due hereunder, Hayward Baker shall be entitled to all attorney's fees, costs and expenses incurred whether suit is filed or not.
4. No back charges shall be accepted by Hayward Baker, unless notified in writing 48 hours in advance of work to be performed on our behalf, and signed for daily by Hayward Baker. Hayward Baker reserves the right to remedy any situation once brought to Hayward Baker's attention. Such issues shall be brought to our attention in a timely manner so as to mitigate delays and added costs.

I. DIFFERING SITE CONDITIONS

Hayward Baker shall be entitled to an equitable adjustment to its price and schedule whenever its work is adversely affected by encountering any differing, concealed or unknown site conditions (latent conditions) encountered at the project site which were not indicated by the contract documents or soils data furnished at bid time.

J. DISPUTES

By relying on the price set forth in this Quotation, the recipient agrees that any dispute arising out of or in connection with the Quotation shall be resolved by arbitration to be held in the County in which the project is located in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

K. EXPIRATION

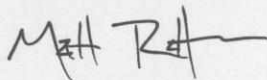
Except as otherwise mutually agreed in writing, this document is the complete agreement between the parties and supersedes all other agreement or understanding written or oral.

This quotation shall remain in effect for 60 days following the bid date unless accepted in writing or by contract. This quotation is based upon work starting within provided schedule of work Hayward Baker reserves the right to add applicable cost increases to labor and materials for delays to the start of work.

SUMMARY

This letter constitute HBI's proposal. We trust this proposal is of interest to you and we look forward to being of service. If we can be of any assistance in clarifying any points in this proposal, please contact me at 619-956-0850.

Sincerely,
Hayward Baker Inc.



Matt Redfern, P.E.
Project Manager

ATTACHMENT #2



47375 Fremont Blvd., Fremont, CA 94538
510-354-2000 Fax 510-354-2010

SUBCONTRACT PROPOSAL

California Contractors License No. 906815
DIR No. 1000002298

AVAR Reference No. 8171

November 29, 2016

Attn: Estimator
General Contractor

Re: Ground Anchors & Shotcrete
Caltrans Contract No. 11-085784
San Diego, CA

Estimator:

We are pleased to submit our proposal for the supply and installation of ground anchors and shotcrete on the above referenced project. Our proposal is based on the contract documents available at the time of bid, and is subject to the terms and conditions included herein.

Scope of Work

Bid Item 147- Ground Anchor (Subhorizontal), 118EA.

- Provide approved shop drawings
- Mobilize to the jobsite.
- Supply, drill, install, test and lock off ground anchors per plans and specs.

Bid Item 180- Shotcrete, 326CY.

- Supply and place shotcrete.

Schedule:

The total price is based on completion of our work by June 2017, working regular 10-hour daytime shifts, five days per week in one continuous operation. If additional move-ins are required, add \$8,000 for ground anchor installation, and \$3,000 for shotcrete application or ground anchor testing or lock off to total price.

Payment Terms:

Mobilization:	Due within ten (10) days of first mobilization of drill rig.
Progress Payment:	Due and payable by the 30 th of the month for work performed the previous month.
Retention:	Not to exceed 5% with final payment 45 days after completion of our work.

Note:

- Before performing any work to be back charged, AVAR shall be notified in writing and given the opportunity to perform the work.
- Extra and directed work will not be performed until written instructions are received and agreed to which include pricing, scope of work and time extensions. This must be agreed upon prior to work regardless of language in the prime contract.
- Prices do not include indemnification or duty to defend beyond active fault, or provision of additional insured certificate. Indemnification is also excluded for all work item exclusions in this proposal.

Exclusions:

General:

- Cost of permits and bonds, if applicable.
- Layout of drill holes, wall LOL, and reporting to authorities, if required.
- Special inspection and testing of materials.

AVAR Construction, Inc.
Shoring and Underpinning Division

Ground Anchors & Shotcrete
Caltrans Contract No. 11-085784
San Diego, CA

Page 2 of 3

Exclusions, continued:

- Removal and control of drill spoils and water (run-off) from drilling operation, removal and disposal of concrete, and demolition.
- Traffic barriers with visual and protective walls to prevent drill spoils from blowing onto roadway, adjacent structures, or environmentally protected areas.
- Removal, relocation or protection of any overhead obstructions and utilities, either above or below ground, which may interfere with drilling and/or installation. Power lines closer than legally permissible to be removed or de-energized by others.
- Earthwork as necessary to provide uninterrupted access to our scope of work.
- Extra costs associated with working in contaminated or hazardous soils.
- Liquidated and consequential damage.

Ground Anchors:

- Installation of bearing plate assembly.
- Supply and installation of all rebar.

Shotcrete:

- Supply and installation of all rebar.
- Supply and installation of all mesh.
- Supply and installation of all geocomposite drain.
- Backwall forms, if required.
- Supply and installation of post pockets, if required.
- Surface and/or joint preparation of shotcrete (i.e. sandblasting, water blasting or water washing of shotcrete and collection of that water, if required).
- Debris containment system, if required.
- Supply and construction of test panels, including rebar for a minimum of two (2) nozzleman and two (2) mix designs per year.
- Coring of shotcrete.
- Concrete washout in accordance with SWPPP regulations and maintenance of washout facilities.

Special Conditions:

Buyer shall provide at no cost to AVAR:

- A written construction schedule as soon as available but no later than 60 days prior to commencement of AVAR's work with final confirmation with no less than thirty (30) days notice.
- Traffic control and lane closures, as required.
- Access and adequate, safe work area for drilling equipment and crews. Minimum 17ft. wide bench, approximately 2 ft. below drill hole with minimum 30 ft. horizontal clearance for drill boom for ground anchor drilling and installation.
- Contractor shall provide all access allowing AVAR to perform continuous uninterrupted work; access to between six and eight ground anchor locations; access to an entire lift for shotcrete application.
- Hoisting for loading, unloading and moving of materials and equipment operations as required by AVAR for continuous uninterrupted work.
- Supply and maintenance of light plants, and overtime or premium rates for night work, if required.
- Lay down area for staging of materials.
- Secure storage area and pressurized, potable water (approx. 50 gpm) required by AVAR all within 50 feet of point use (for grouting and/or drilling).
- Dumpster at site for our waste.
- Sanitary and safety facilities (washout and first aid) for our crew.

**AVAR Construction, Inc.
Shoring and Underpinning Division**

Ground Anchors & Shotcrete
Caltrans Contract No. 11-085784
San Diego, CA

Page 3 of 3

Special Conditions, continued:

- Any work not specifically included in "Scope of Work"
- An allowance of 25% for shotcrete over-break, rebound and waste has been included in the Bid Item 180. Additional shotcrete will be billed at \$375.00/CY
- Stand-by time caused by others shall be charged as follows:
 - Ground Anchor Drill Rig: \$ 280.00/hour
 - Labor: \$ 85.00/hour

Insurance:

AVAR is protected by Worker's Compensation Insurance with limits required by law. Public Liability Insurance for Bodily Injury/Property Damage/Products completed with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate; Excess Liability with limits of \$5,000,000 each occurrence and \$10,000,000 aggregate; Automobile Casualty Insurance with limits of \$1,000,000.

Total Pricing:

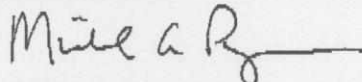
Bid Item No.	Item Description	Quantity	Unit Price	Total
-	Mobilization (partial)	1 LS	\$ 30,000.00	\$ 30,000.00
147	Ground Anchor (Subhorizontal)	118 EA	\$ 2,675.00	\$ 315,650.00
180	Shotcrete	326 CY	\$ 400.00	\$ 130,400.00
Total				\$ 476,050.00

Acceptance:

This proposal is subject to acceptance within 10 days from bid date (contingent upon an award to Buyer) and in no case later than 30 days from the date of this proposal. This proposal shall constitute a contract when Buyer gives AVAR oral or written notice of acceptance, whichever occurs first. Should work begin without a fully executed contract, this proposal shall constitute a contract and the terms and conditions of this proposal shall remain in full force and effect until completion of work and final payment is received by AVAR. If the first progress payment is not received within 30 days of billing submission, AVAR Construction reserves the right to stop work. From the time of stop work an interest rate of 2% per month will be applied to unpaid balances for previous billing periods until balances are paid in full.

We look forward to the opportunity to work with you on this project and if you have any questions, please do not hesitate to call.

Sincerely yours,
AVAR Construction, Inc.



Michael A. Pagano, P.E.

Sincerely yours,
AVAR Construction, Inc.


Sean Smith

2.1

ATTACHMENT #3

PROPOSAL

From: FBD Vanguard Construction
 Lic. No. 833032 / DIR No. 1000008493
 651 Enterprise Court
 Livermore, CA 94550 USA
 Phone: 925-245-1300
 Fax: 925-245-1007

Project: 161129-2S
Description: 11-SD-163-4.1/4.9
Bid Location: San Diego, CA
Bid Date: 11/29/2016
Contract #: 11-085784
Additional Info: Addendums: 1,2,3,4

ITEM	DESCRIPTION	BID QTY U/M	UNIT BID	AMOUNT
143	JPCP	2,420.000 CY	\$340.00	\$822,800.00
175	CONCRETE (RS)	6,550.000 CF	\$12.00	\$78,600.00
254	TYPE 60 BARRIER	2,140.000 LF	\$92.00	\$196,880.00
255	TYPE 60C BARRIER	230.000 LF	\$162.00	\$37,260.00
256	TYPE 60D MOD	230.000 LF	\$106.00	\$24,380.00
257	TYPE 60G BARRIER	70.000 LF	\$175.00	\$12,250.00
258	TYPE 60GE BARRIER	320.000 LF	\$410.00	\$131,200.00
299	MOBILIZATION	1.000 LS	\$140,000.00	\$140,000.00
TOTAL BID:				\$1,443,370.00

Project Comments

*****PACKAGE IS ALL OR NONE*****
PLEASE CALL TO SPLIT PACKAGE

CONDITIONS: BARRIER & PAVING

Items 143 and 175 Includes 6 Mobilizations - EACH additional Mob to be charged at \$10,000.

Items 254 and 258 Includes 3 Mobilizations - EACH additional Mob to be charged at \$8,000.

Based on normal working hours per closure charts Monday - Friday. Price subject to change if not accepted within 30 days.

Retention to be held at the same rate as held by the owner. Retention to be released 35 days after completion of our portion of work.

As long as subcontractors progress is satisfactory contractor shall reduce the subcontractors retention to the percentage held by the owner.

Contract to include provision for a mutually agreed upon written schedule and CPM to be received prior to start of construction.

Vanguard requires 15 Days written notification to be given prior to starting any phase of work.

Vanguard to be allowed to post securities in lieu of retention if allowed by the contract with the owner.

Vanguard shall be entitled to the full markups allowed by the Owner's contract for Extra Work.

Payment to be made within 7 days of receipt of payment from owner.

Item #143 price includes steel, concrete, forming, pouring, green sawing and concrete grinding.

Item #175 price includes concrete, forming and pouring.

Items #254-#258 price includes concrete and non-epoxy coated rebar for our items only.

Price is based on standard mix designs per plans/specifications.

Prices are based on our proposal in its entirety becoming part of the subcontract agreement.

General to provide washout facilities within 1,000' of the pour.

General to provide access and suitable grade for concrete trucks and slip form machine.

General to provide top of barrier survey 3' left of barrier centerline, 50' O.C in tangent areas, 25' O.C in radius areas.

Survey needs to be ready 48 hours prior to commencement of our work.

Vanguard Construction requires days of traffic control for our work only.

PROPOSAL

EXCLUDES:

Engineering, survey and layout	Testing, permits, and bond fees
Sawing, demo, excavation, grading, rocking	Crash Cushions or barricades
Furnishing or Handling of Temp. K-Rail	Traffic control, flagging, arrow boards and PCMS boards
Special Insurance i.e. (railroad insurance)	Dewatering or underground work
Asphalt patching/paving of any kind	Joint seal/caulking/sealant if required
Drainage or underground work	Irrigation or planting (Including fence work)
Removal or Installation of signage or striping	Relocation of posts, signs
Relocation of utility boxes or other structures	Tree removal/pruning/arborist fees
SWPPP - implementation/maintenance	Police officer fees
Pedestrian crossings/ barricades	Sandblasting, whip blasting, abrasive blasting
Colored concrete/staining/painting	Site furnishing/skate deterrents
Graffiti coating/removal	USA Marking removal
Miscellaneous metals and embeds	Working platforms/scaffolding/trench plates
Galvanized/stainless/epoxy coated rebar	Electrical/conduit work
Sanitation facilities (restroom/wash stations)	Concrete pumping
Concrete/Asphalt grinding	Mock-ups / test panels
Sweeping/vacuum brooming	Fog/Slurry seal
Dust Control/Maintenance of haul routes	As built drawings of any kind
Access for concrete trucks	Washout location and Restoration of area to original conditions
Barrier markers/post mile marking/DI markers	Rebar cages at post pockets
MBGR/Crash cushions	Holes in barrier ends for MBGR
Sign/fence post pockets	Extending weep holes
Backfill/fill between barrier wall or under cap	Excavation for end anchors
Stamps or form liners	
Removal and/or relocation of underground and overhead utilities or obstructions	
Liquidated damages of any kind unless working with an approved mutually agreed upon schedule	
Any handling of "Hazardous Materials" or "Contaminated Materials"	

INSURANCE PROVISIONS AND COVERAGE INCLUDED IN BID PRICE:**WORKER'S COMP AND EMPLOYER'S LIABILITY:**

State Worker's Compensations - Statutory in California

Employer's Liability - \$1,000,000

GENERAL LIABILITY:

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per Occurrence

\$2,000,000 General Aggregate Limit

COMPREHENSIVE AUTOMOBILE:

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per Occurrence / Aggregate, includes Non-owned and Hired Autos.

EVIDENCE OF INSURANCE COVERAGE WILL BE ISSUED ON THE STANDARD ACCORD CERTIFICATE OF INSURANCE

EXCESS UMBRELLA LIABILITY - \$25,000,000 per Occurrence and Aggregate

ATTACHMENT #4

FAX COVER SHEET

TO

COMPANY

FAXNUMBER 17604714860

FROM Jody Lee

DATE 2016-11-29 21:17:54 GMT

RE Cal Trans Project #11-085784

COVER MESSAGE

Attached please find our quote for Cal Trans Project #11-085784 (60 RAIL ONLY)

Thank-you,
Jody J. Lee
ACL Construction Co., Inc.
P.O. Box 1929
Chino Hills, CA 91709
909/391-4477 Ph.
909/391-4472 Fax
jlee@aclrails.com<mailto:jlee@aclrails.com>

AffirmativeAction
Equal Opportunity Employer



Construction Company, Inc.

207 W. STATE STREET, ONTARIO, CA 91761

PO Box 1929, Chino Hills, CA 91709

OFFICE (909) 391-4477 * FAX (909) 391-4472

License #A-468840 - DIR#1000008098

PROPOSAL

Date: 11/29/16

Page: 1 of 2

Project Name: Route 163 Interchange/Widening

Contract No.: 11-085784

Location: San Diego County

We submit for your consideration the following proposal based on the list of Terms, Conditions, and Exclusions hereinafter set forth. This list shall become part of any subcontract agreement for this project and shall prevail over any conflicting terms.

<u>Item</u>	<u>Type</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
254	60	2140	\$ 34.57 /per LF	\$ 73,979.80
255	60C	230	\$ 57.00 /per LF	\$ 13,110.00
256	60D	230	\$ 28.37 /per LF	\$ 6,525.10
257	60G	70	\$ 187.47/per LF	\$13,122.90
258	60GE	320	\$ 243.70/per LF	\$ 77,984.00
TOTAL:-----\$ 184,721.80*				
Excludes: Electroliers to Include @ \$997.00 each, plus footage				
Sign Bases to Include @ \$1,797.00 each, plus footage				
EXCLUDES CONCRETE AND REBAR				
EXCLUDES GALVANIZED PLATES AND PREPARATION THEREFORE				
EXCLUDES REMOVAL, ROUGHENING AND DRILL & GROUT DOWEL				
INTO AND OF EXISTING BARRIER				
CONTRACTOR TO DIG FOOTING IN NEAT LINE				
CONTRACTOR TO PROVIDE LIGHT PLANTS IF NECESSARY				
*Total does not include Workers Compensation Insurance Waiver of Subrogation				
Endorsement to Include add \$ 862.65 to total proposal.				

^Quote includes 3 move-in(s); additional move-ins are \$5,700.00 each, Plus Build Up

^Quote is valid 45 days from Bid Date.

^Tailgate access only.

^Any questions please telephone our office.

◆◆ FORM, POUR, FINISH ONLY ◆◆

ACL Construction Co., Inc.**Terms, Conditions, and Exclusions**

This list of ACL's *Terms, Conditions, and Exclusions*, along with the preceding *Proposal* dated 11/29/16, shall be included as part of any contract and shall prevail over any conflicting terms.

Retention is 5% after 50% of ACL's work is in place. Prime Contractor shall release 100% Retention 35 days after ACL's work is completed.

INSURANCE: ACL's limit is one million. If more limits are required, all additional insurance, premiums, and fees are to be paid by the Prime Contractor. **EXCLUDES - Railroad Insurance, Waiver of Subrogation, Longshoremen's Insurance (All available at Prime Contractor's Expense)**

ACL will not accept a Type I or Type II indemnity agreement.

Excludes - Engineering, Inspections, Permits, Fees, City Licenses, or Testing of any type.

ACL will not be responsible for delays due to lack of, and/or incorrect or inadequate Contractor furnished schedule, material, access, and structure not ready. Time delays which are out of ACL's control and in control of the Prime Contractor, or his other subcontractors, will be charged at Cal-Trans rates.

No Caltrans extra work will be performed until an agreement on price and time is given to ACL in the form of written authorization from the Prime Contractor.

No back charges will be accepted without prior written authorization from ACL.

No corrective work by others; ACL will correct its own work.

Force-account work to be paid in accordance with Cal-Trans special provisions or agreed upon price.

ACL is not responsible for vandalism or damage to concrete barrier after barrier is placed and finished.

ACL is not responsible for damage or on-site clean up of instances done by others than ACL's own work force.

Any item or items of work may be deleted from ACL's proposal if requested by Prime Contractor and agreed upon before bid date. ACL's proposal is to be considered complete per their listed work. ACL's price is based only on items listed in our proposal.

Prime Contractor to provide at all bridges, and free standing walls, Cal-OSHA approved working scaffold and protective cover over traffic and environmentally impacted areas.

Prime Contractor to provide adequate access suitable for concrete to be end-dumped from Ready Mix Trucks; 12' wide work area, no more than 16" below flow line; minimum of 2' work area at both sides of rail form, and access to set forms with boom truck.

Prime Contractor to provide adequate access to ACL's work and not hinder work or work schedule.

Prime Contractor to provide secure area for ACL's material and equipment.

Prime Contractor to provide a written move-in notification **EIGHT (8) WEEKS** before requested move-in date.

Prime Contractor is to schedule a minimum 8-hour workday.

No weekend work (Saturdays & Sundays), night work, and additional lighting.

Prime Contractor to provide a source of water within job limits to ACL free of charge.

Prime Contractor to provide sanitation facilities.

Prime Contractor to provide Square Pile Caps to line and grade width of rail.

All work completed by Prime Contractor or their subcontractors to be completed according to applicable job plans and specifications.

ACL Exclusions - (See Page 1 of Proposal For Any Items Listed Here That We May Include on a Per-Contract Basis)

Sealant, Texture, Stain, Paint, Sandblasting of any kind, Preparation and Architectural Treatment, Drill and Grout Dowels.

Embedded Items - (Installing of Bolts, Utility Pipe, and/or Conduits, and Block-outs, Bulkheads, etc.)

Miscellaneous Metals and Metal Embeds of any kind.

Sign Bases, Light Pedestals, and Electroliers when protruding.

Concrete, Concrete Pump, Cold weather Concrete Protection, Rebar, Rebar install, Rebar Templates, Expansion Paper Styrofoam

Water Cure and Curing Compounds.

Electrical; Graffiti removal.

Restoration Work, AC Paving or Patching

Traffic Control - NOTE: Traffic Control to be provided per special provisions by Prime Contractor.

Construction Signs, Cones, Delineators, Protective Barriers, Fencing or K-Rail.

Survey - NOTE: Adequate Staking to be provided by the Prime Contractor.

Layout, Excavation, and Backfill; De-Water and Water Control.

Dust Control, Surface Water Handling, or Erosion Control.

Clearing or Grubbing; Removal or Haul Away; Hazardous Waste Removal.

CPM Schedule or apportioned cost thereof.

11/29/16 1:15 PM



LOS ANGELES DISTRICT
 12200 Bloomfield Ave.
 Santa Fe Springs, CA
 90670-0150
 [562] 929-1128
 Fax [562] 864-8970
 License #88



To:	Flatiron Construction Corp.	Contact:	
Address:	San Marcos, CA	Phone:	760-916-9100
		Fax:	760-471-4860
Project Name:	Caltrans 11-08784 - Rte 163 At Friars Road	Bid Number:	
Project Location:		Bid Date:	11/29/2016

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
29	TEMPORARY CONCRETE WASHOUT	1.00	LS	\$9,941.00	\$9,941.00
143	JOINTED PLAIN CONCRETE PAVEMENT	2,420.00	CY	\$341.00	\$825,220.00
167(F)	MINOR CONCRETE (MINOR STRUCTURE) PORTION	71.00	CY	\$850.00	\$60,350.00
171	BRICK PAVERS	1,420.00	EACH	\$18.00	\$25,560.00
175	CONCRETE (RAPID SETTING)	6,550.00	CF	\$35.00	\$229,250.00
214	CONCRETE (CHANNEL LINING)	53.00	CY	\$520.00	\$27,560.00
215	SLOPE PAVING (CONCRETE)	60.00	CY	\$600.00	\$36,000.00
217	MINOR CONCRETE (GUTTER) (LF)	839.00	LF	\$58.00	\$48,662.00
218	DETECTABLE WARNING SURFACE	620.00	SF	\$30.00	\$18,600.00
219	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	1,150.00	CY	\$455.00	\$523,250.00
220	MINOR CONCRETE (EXPOSED AGGREGATE CONCRETE)	24,400.00	SF	\$13.50	\$329,400.00

Total Bid Price: \$2,133,793.00

Notes:

- GRIFFITH COMPANY DIR #1000005611

TERMS & CONDITIONS:

- 1.) Proposal shall remain good for a period of 30 days, unless a written acceptance of the proposal is accepted.
- 2.) Price good thru 6/30/18 with written acceptance. After this date, price increase will apply.
- 3.) Proposal is based on mix designs indicated on plans and special provisions.
- 4.) Based on a total of 9 move-ins only. Additional move-in is at \$3,500. Move-in is defined as consecutive work scheduled to meet minimum production.
- 5.) Proposal is based on a regular 8-hr weekday work shift (7am to 3pm Mon thru Fri). **Night work included where required on the traffic closure tables only.** Additional rates will apply if requested to work beyond the limits as described.
- 6.) **All items of work should be awarded for bid price to be valid.** If certain items will not be awarded, please advise us to receive authorization to make proposal legitimate.
- 7.) Concrete Washouts are included in this proposal only for the specific items of work quoted.
- 8.) **EXCLUDES:** QC/QA Sampling & Testing (except on JPCP item)

• **STANDARD TERMS & EXCLUSIONS:**

- 1.) Bonds (i.e. Labor & Material, Performance Bonds, etc.) are excluded and is at 1% of total bid amount if required.
- 2.) Grading & Base by others. Grades to be received at +/- 0.05' prior to concrete placement. Griffith will not be responsible for any damage to concrete as a result of expansive soils and/or compaction failures. Backfill by others. Unsuitable soil, including rocks, boulders, etc. to be removed by others prior to concrete placement.
- 3.) Badging, Escorting, Railroad Insurance, OCIP & Special Type of Insurance are excluded in this bid, and is extra if required.
- 4.) All utilities, manholes, vaults & poles to be relocated/adjusted by others prior to any concrete work.
- 5.) All curbs & curb & gutter to be installed prior to any flatwork installations. At least 12" clearance from back of curb is necessary for extruded curb. Roadbed access to be made level, firm & accessible for all types of equipment required to perform work.
- 6.) Griffith is not responsible for damage to concrete caused by others, compaction failure, expansive soil, erosion, or any other soil condition.
- 7.) Quantities shall be determined by physical field measurements and agreed upon by both parties. Buyer agrees to protect all work done by Griffith Company from damages by others, including but not limited to, damage by vehicles, pedestrians, or graffiti marks. Buyer agrees to furnish engineering, marked line, grade stakes, and adequate plans and specs.
- 8.) **EXCLUDES** Engineering, Design, Temp Plating, Tree Grates & Frames, Traffic Control, Dust Control, Repair/Relocation of Irrigation Lines & Sprinkler Heads, SWPPP, Barricades, Permits, Fees, Inspections & Survey, and Development & Implementation of Contingency Plans. ADA Requirements are the responsibility of the Architect and Design Engineer. Griffith Company will not be held responsible for meeting ADA requirements on drawings that themselves do not comply.
- 9.) This proposal with its terms & exclusions listed should be made a part of subcontract for prices to be valid. Anything not specifically mentioned in bid should not be assumed to be part of the bid.

• **PAYMENT TERMS:**

- 1.) Payment based on net 30 days. Unpaid balances will be subject to a 1.5% per month late fee plus collection costs including reasonable attorney's fees incurred to collect. If at any time, in our opinion, the financial responsibility for the buyer becomes impaired or unsatisfactory, or payments are not made as scheduled, Griffith reserves the right to stop work, and demand payment in full, including retentions, and require payment in advance on any other work. If there is any work stoppage for a period of sixty days, then all unpaid work, including retentions, shall be paid in full upon five (5) days written notice. This payment terms is to be made part of the subcontract.

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>GRIFFITH COMPANY</p> <p>Authorized Signature: _____</p> <p>Estimator: Brad Olson bolson@griffithcompany.net</p>
--	---